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F I L E D
Clerk of the Superior Court

DEC 23 2004

By: L. ROCKWELL, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SAN DIEGO COUNTY ASSOCIATION
OF GOVERNMENTS,

Plaintiff,

v.

LEGACY SABRE SPRINGS LLC; SAN
DIEGO GAS & ELECTRIC COMPANY,
A CORPORATION; CITY OF SAN
DIEGO, A MUNICIPAL
CORPORATION; PARDEE
CONSTRUCTION COMPANY, A
CALIFORNIA CORPORATION; SABRE
SPRINGS BUSINESS PARK, A
CALIFORNIA NON-PROFIT
CORPORATION; CORUS BANK, N.A.,
A NATIONAL BANKING
ASSOCIATION, DOES 1 through 100,
inclusive; and All Persons Unknown
Claiming an Interest in the Property,

Defendants.

Case No. GIC 837411-1
Judge: Hon. Jay M. Bloom
Dept. 70

STIPULATED INTERLOCUTORY
JUDGMENT

(Code Civ. Proc. § 1255.410)

Partial Aquisition of Parcel Nos. 316-180-14,15
and 16

1 This matter has been assigned to the Honorable Jay M. Bloom, Judge of the Superior
2 Court. Plaintiff San Diego Association of Governments ("SANDAG") is represented by Best,
3 Best and Krieger LLP, by Bruce W. Beach and Karen F. Landers and Defendant and property
4 owner Legacy Sabre Springs LLC ("Legacy Sabre Springs") is represented by Manatt Phelps and
5 Phillips by George M. Soneff.

6 IT APPEARING TO THE COURT THAT the parties have stipulated that judgment as
7 hereinafter set forth may be entered;

8 IT FURTHER APPEARING TO THE COURT THAT there is a proper cause therefore,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

10 1. SANDAG seeks to take, acquire and condemn the rights, title and interest for the
11 real property designated as portions of Assessor Parcel Nos. 316-180-14, 15 and 16 referred to in
12 SANDAG's Complaint ("Property"). A description of the Property is attached as Exhibit A and
13 incorporated herein by reference.

14 2. The taking is for the Interstate 15 Managed Lanes/Bus Rapid Transit Project
15 ("Project"). The Project is set forth in the Complaint and is necessary for public use and is a
16 public project. SANDAG and Legacy Sabre Springs have agreed to resolve certain issues as set
17 forth in this Stipulated Interlocutory Judgment and have agreed that SANDAG shall acquire the
18 portions of property condemned for its Project. The full terms of the agreement between
19 SANDAG and Legacy Sabre Springs are set forth in a separate Settlement Agreement dated
20 December 22, 2004 ("Settlement Agreement"), attached as Exhibit B, and incorporated herein by
21 reference.

22 3. The issue of severance damages, if any, is stayed. The Court shall retain
23 jurisdiction of the issue of severance damages as set forth in the Settlement Agreement.

24 4. The Temporary Access Easements ("TAE") to be acquired by SANDAG shall be
25 limited in use as established in the Settlement Agreement.

26 5. The Temporary Construction Easements ("TCE") shall be governed by the terms
27 set forth in the Settlement Agreement.

28 6. SANDAG shall pay to Legacy Sabre Springs, the total sum of \$1,800,000,

1 inclusive of interest, costs and fees as final payment for the portions of property to be taken under
2 the terms and conditions set forth in the Settlement Agreement. Said sum includes any costs
3 incurred to date such as double paning windows, and engineering and architectural costs.

4 7. Legacy Sabre Springs shall be responsible for the payment of property taxes owing
5 on the portions of property being acquired, if any, up to the date of possession of November 23,
6 2004, which is also the date of apportionment.

7 8. The Stay granted to the Order for Possession of November 23, 2004 is hereby
8 lifted immediately, entitling SANDAG and its designated agent, the right of entry and possession
9 of the property to be acquired for the Project effective December 23, 2004.

10 9. Legacy Sabre Springs shall execute a partial acknowledgement of satisfaction of
11 judgment as to the value of the property being acquired upon full payment of \$1,800,000 and
12 shall execute a full acknowledgement of satisfaction of judgment upon a final determination of
13 the severance damages issue as set forth in the Settlement Agreement.

14 10. Legacy Sabre Springs or its successor in interest shall agree to transfer to
15 SANDAG, by final order of condemnation, the property interests (as defined in the Settlement
16 Agreement) over those portions of Parcel Nos. 316-180-14, 15 and 16, which are described in
17 Exhibit A to this Stipulated Interlocutory Judgment.

18 11. The Court shall retain jurisdiction to enforce the Stipulation and Stipulated
19 Judgment and shall award reasonable attorneys fees and costs to the prevailing party in any action
20 to enforce the Stipulated Interlocutory Judgment.

21 12. SANDAG shall obtain disclaimers and/or dismissals from other defendants, in
22 order to conclude this matter and the Court retains jurisdiction to determine what rights, if any,
23 other defendants may have to this property and to compensation, if any.

24
25 Dated: DEC 23 2004

JAY M. BLOOM

JUDGE OF THE SUPERIOR COURT

The foregoing instrument is a full, true and correct
copy of the original on file in this office.

Attest: DEC 23 2004

- 3 -

STIPULATED INTERLOCUTORY JUDGMENT
Clerk of the Superior Court of the State of California,
in and for the County of San Diego.

By: [Signature] Deputy

EXHIBIT A

FEE ACQUISITION
PORTIONS OF ASSESSOR'S PARCEL NOS. 316-180-14, 15, 16

The fee simple absolute title to the land located in the county of San Diego, state of California, commonly referred to as portions of Assessor's Parcel Nos. 316-180-14, 15, 16; Caltrans Parcel Nos. 1(32200-1) and 2(32200-2), more particularly described in the legal description attached hereto as Exhibit "A".

**TEMPORARY ACCESS EASEMENTS
PORTIONS OF ASSESSOR'S PARCEL NOS. 316-180-14, 15, 16**

Temporary easements for access, including the right of ingress and egress as needed, together with the right of others to use said access as needed to expire on December 31, 2007. Said easements are situated within the County of San Diego, State of California commonly referred to as portions of Assessor's Parcel Nos. 316-180-14, 15, 16; (Caltrans Parcel Nos. 4(32200-4) and 6(32200-6)), and are more particularly described in the legal descriptions attached hereto as Exhibit "A".

**TEMPORARY CONSTRUCTION EASEMENTS
PORTIONS OF ASSESSOR'S PARCEL NOS. 316-180-14, 15, 16**

Temporary construction easements and the right to use and occupy the surface and subsurface of said easements to expire on December 31, 2007. Said easements are located in the County of San Diego, State of California commonly referred to as portions of Assessor Parcel Nos. 316-180-14, 15, 16; (Caltrans Parcel Nos. 3(32200-3), and 5(32200-5)), more particularly described in the legal descriptions attached hereto as Exhibit "A". Said easements and rights shall include all acts necessary for the purpose of constructing improvements to the northwest corner of Evening Creek Drive and Sabre Springs Parkway associated with the Sabre Springs BRT Project. Such acts shall include, without limitation, the right of unobstructed ingress and egress to the temporary construction easements, including the right to pass and re-pass over and along the temporary construction easements and to deposit tools, implements and other materials on the temporary construction easements and to utilize construction, automotive and other equipment thereon when necessary for the purpose of exercising its rights hereunder.

1 PARCEL 1 (32200-1)

2 For Public Transportation purposes, SANDAG, a California Public Agency its
3 successors or assigns, that portion of Lots 10 and 11 of Sabre Springs Industrial Park
4 Unit No. 3, in the City of San Diego, County of San Diego, State of California, according
5 to Map thereof No. 11547, recorded in the office of the County Recorder of San Diego
6 County, June 19, 1986 as File No. 86-249065 described as follows:

7 Commencing at the Southwesterly corner of said Map No. 11547; thence (1) along
8 the Westerly boundary of said Map No. 11547 N.36°08'31"E., 20.494 meters to the
9 TRUE POINT OF BEGINNING; thence (2) continuing along said Westerly boundary
10 N.36°08'31"E., 64.306 meters; thence (3) continuing along said Westerly boundary
11 N.56°43'40"E., 68.026 meters; thence (4) leaving said Westerly boundary
12 S.39°10'24"W., 84.117 meters to a tangent 67.600 meter radius curve to the right;
13 thence (5) along said curve; through a central angle of 41°41'12", an arc length of 49.184
14 meters to the TRUE POINT OF BEGINNING.

15 Together with any and all abutter's rights including access rights.

16 PARCEL 2 (32200-2)

17 For Public Transportation purposes, SANDAG, a California Public agency its
18 successors or assigns, that portion of Lot 12 of Sabre Springs Industrial Park Unit No. 3,
19 in the City of San Diego, County of San Diego, State of California, according to Map
20 thereof No. 11547, recorded in the office of the County Recorder of San Diego County,
21 June 19, 1986 as File No. 86-249065 described as follows:

22 Beginning at the Northerly terminus of a course shown as "N.41°15'28"E., 68.57
23 feet" on the Westerly boundary of said Map No. 11547; thence (1) Southerly along said
24 course S.41°18'30"W., 20.922 meters; thence (2) continuing along said Westerly
25 boundary S.19°57'40"W., 39.037 meters; thence (3) leaving said Westerly boundary
26 from a tangent which bears N.37°10'15"E., along a 208.500 meter radius curve to the
27 left, through a central angle of 04°53'42", an arc length of 17.813 meters; thence (4)
28 N.32°16'33"E., 21.571 meters to a tangent 91.500 meter radius curve to the right; thence

(5) along said curve, through a central angle of $16^{\circ}20'57''$, an arc length of 26.109 meters to the Northerly boundary of said Map No. 11547; thence (6) along said Northerly boundary $S.88^{\circ}39'21''W.$, 11.410 meters to the point of beginning.

Together with any and all abutter's rights including access rights.

PARCEL 3 (32200-3)

A temporary easement for construction purposes in and to that portion of Lots 10, 11 and 12 of Sabre Springs Industrial Park Unit No. 3, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 11547, recorded in the office of the County Recorder of San Diego County, June 19, 1986 as File No. 86-249065 as shown on the attached Exhibit "B".

The above-described easement is temporary and shall expire on December 31, 2007 or at completion of construction, whichever occurs first. It is understood that upon said termination date the State have no further obligation or liability in connection with said easement.

PARCEL 4(32200-4)

A temporary easement for access purposes in and to that portion of Lot 12 of Sabre Springs Industrial Park Unit No. 3, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 11547, recorded in the office of the County Recorder of San Diego County, June 19, 1986 as File No. 86-249065 as shown on the attached Exhibit "B".

The above-described easement is temporary and shall expire on December 31, 2007 or at completion of construction, whichever occurs first. It is understood that upon said termination date the State have no further obligation or liability in connection with said easement.

PARCEL 5 (32200-5)

A temporary easement for construction purposes in and to that portion of Lots 10 and 11 of Sabre Springs Industrial Park Unit No. 3, in the City of San Diego, State of California, according to Map thereof No. 11547, recorded in the office of the Recorder of

1 San Diego County, June 19, 1986 as File No. 86-249065 as shown on the attached
2 Exhibit "B".

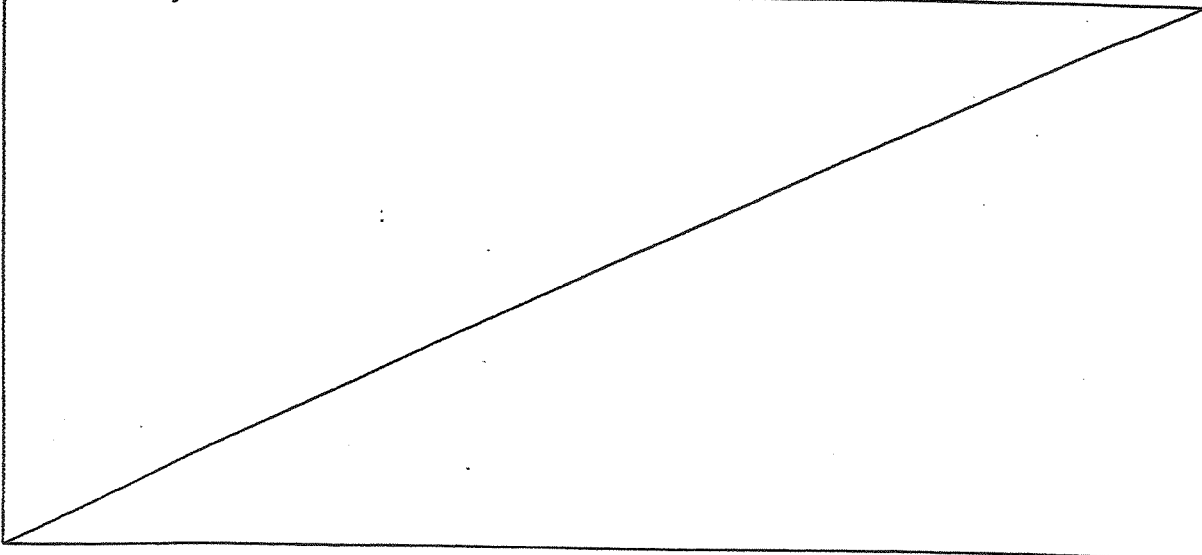
3 The above-described easement is temporary and shall expire on December 31,
4 2007 or at completion of construction, whichever occurs first. It is understood that upon
5 said termination date the State have no further obligation or liability in connection with
6 said easement.

7 PARCEL 6 (32200-6)

8 A temporary easement for access purposes in and to that portion of Lot 10 of
9 Sabre Springs Industrial Park Unit No. 3, in the City of San Diego, State of California,
10 according to Map thereof No. 11547, recorded in the office of the County Recorder of
11 San Diego County, June 19, 1986 as File No. 86-249065 as shown on the attached
12 Exhibit "B".

13 The above-described easement is temporary and shall expire on December 31,
14 2007 or at completion of construction, whichever occurs first. It is understood that upon
15 said termination date the State have no further obligation or liability in connection with
16 said easement.

17 The bearings and distances used in the above descriptions are on the California
18 Coordinate System of 1983, Zone 6. To convert meters to the U.S. Survey Foot, multiply
19 distances by 3937/1200.



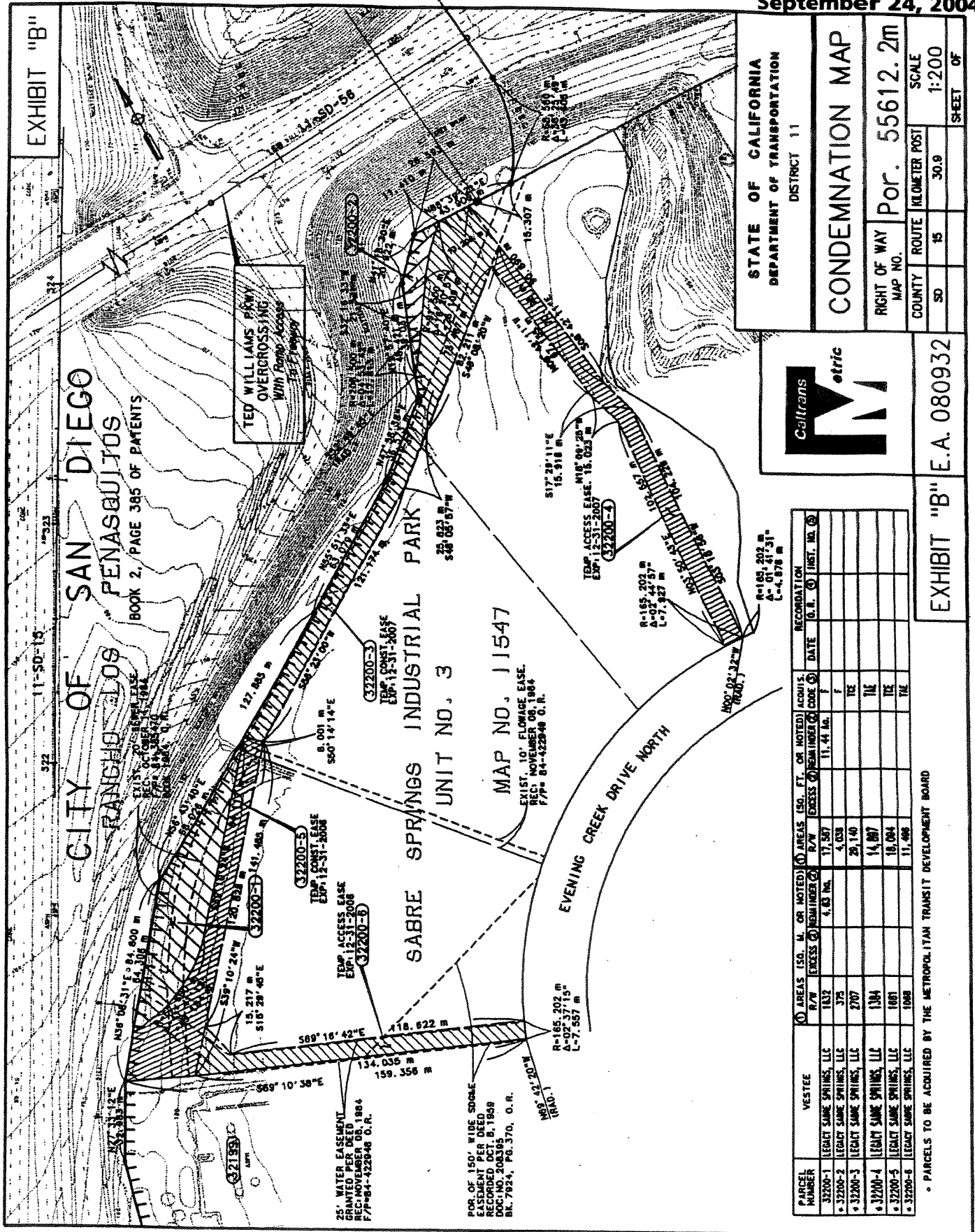


EXHIBIT B